
**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

The Mitchell Law Firm, L.P.

Plaintiff

v.

**Bessie Jeanne Worthy Revocable
Trust and Estate of Bessie Jeanne
Worthy**

Defendants

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Civil Action No. 3:16-cv-02582

PLAINTIFF'S FIRST AMENDED COMPLAINT

TO THE HONORABLE COURT:

The Mitchell Law Firm, L.P. (“**Plaintiff**”) files this First Amended Complaint, and by way of such complaint shows:

I. Parties

1. Plaintiff is a limited partnership authorized to do business in the State of Texas.

2. Defendant **Bessie Jeanne Worthy Revocable Trust** (the “**Trust**”) is a foreign (California) trust that can be served with summons by serving its trustee, Mr. Larry Hodge, at the following address: 2595-84 Atlanta Avenue, Riverside, California 92507.

2A. Defendant **Estate of Bessie Jeanne Worthy** (the “**Estate**”) is an estate of a deceased that can be served with summons by serving its administrator, Mr. Larry Hodge, at the following address: 2595-84 Atlanta Avenue, Riverside, California 92507.

II. Causes of Action

A. Suit on Sworn Account

3. Plaintiff sues Defendants for amounts owed for services provided to Defendants, as follows:

(a) Legal services related probate Case No. 11-E-2281 pending in the Probate Court, Ellis County, Texas; and

(b) Legal services related to Civil Case No. 13-C-3079, pending in the Ellis County Court at Law #1.

Total amounts owed: \$76,155.50.

4. Plaintiff and Defendants entered into a contract for the services to be provided by Defendants. Such contract provided that jurisdiction would lie with a court in the northern district of Texas.

5. Plaintiff in all things has provided the services promised. Therefore, all conditions precedent to Plaintiff's recovery have been performed or have occurred.

6. A systematic record was kept of all services provided, and the above amounts accurately represent unpaid amounts.

7. The account is supported by Plaintiff's sworn statement attached to this pleading. Such statement reflects that Plaintiff has personal knowledge of the accounts and that they are true and correct. Such accounts are due and owing, and all just and lawful offsets, payments, and credits have been allowed.

B. Breach of Contract

8. Plaintiff sues for the breach of contract by Defendants in failing to pay for the services provided by Plaintiff as described herein.

9. Plaintiff asserts a claim for attorney's fees. Because the agreement between Plaintiff and Defendants is the subject of a written contract, Plaintiff is entitled to attorney's fees pursuant

to Tex. Civ. Prac. & Rem. C. §38.001 *et seq.*

C. Declaratory Judgment Sought

10. The numbered paragraphs above are hereby incorporated by reference as if fully set forth herein.

11. Plaintiff petitions the Court pursuant to the Declaratory Judgments Act, Chapter 37 of the Tex. Civ. Prac. & Rem. C., and/or the Federal Declaratory Judgments Act, for construction of the contract between Plaintiff and Defendants – namely, that the contract is enforceable and that Defendants are in default of the contract.

12. In pursuing this claim, Plaintiff has retained the below-named firm to represent it in this action and has agreed to pay the firm reasonable and necessary attorney's fees. An award of reasonable and necessary attorney's fees to the Plaintiff would be equitable and just and therefore authorized under both the Texas and Federal Declaratory Judgments Act.

WHEREFORE, the Plaintiff requests that summons be issued to Defendants, and that upon final hearing, the Plaintiff have judgment of the court as follows:

- (1) That Plaintiff recover all amounts owed for services provided as described herein;
- (2) That Plaintiff recover damages for Defendants' breach of contract, including attorney's fees; and
- (3) That Plaintiff recover all costs, including attorney's fees, together with such other and further relief to which the Plaintiff is justly entitled.

SIGNED this 10th day of September, 2016.

Respectfully submitted,

THE MITCHELL LAW FIRM, L.P.

/s/ GREGORY W. MITCHELL
Gregory W. Mitchell

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Attorneys for Plaintiff

VERIFICATION

Before me, the undersigned Notary Public, on this day personally appeared Gregory W. Mitchell, Managing Partner of The Mitchell Law Firm, L.P., and after being duly sworn stated under oath that he is an authorized representative of the Plaintiff in this cause; that he has read the above pleading; and that every statement contained therein with respect to the facts of this case is within his personal knowledge and is true and correct.

In particular, the accounts and amounts asserted to be due in Paragraph #3 above are within my personal knowledge and are true and correct. A systematic record of amounts due from Defendants has been kept. Such amounts are due and owing, and all just and lawful offsets, payments, and credits have been allowed.

/s/ Gregory W. Mitchell
Gregory W. Mitchell
Title: Managing Partner
The Mitchell Law Firm, L.P.

SUBSCRIBED AND SWORN TO BEFORE ME on September 10, 2016.

[SEAL IN ORIGINAL]

/s/ Dian Gwinnup
Notary Public in and for the State of Texas